



Booking Terms

These booking terms ('Booking Terms') are between the person or legal entity making the Booking ('You/Your') and Wickman Hotels Ltd ('We, Us, Our'). These Booking Terms are governed by English law and apply to all Bookings placed with Us.

By making a Booking You are deemed to accept and be bound by these Booking Terms.

Bookings

When Your Booking is confirmed by phone and/or email, a reservation number is given. This number must be retained and quoted in all communications should any cancellation or amendment be necessary. You will need to quote this reservation number when You contact Us.

Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You. A reservation is deemed accepted when We have confirmed Your reservation and received either: (i) full payment of the total price; or (ii) payment of any other amount We have specified at the time of Your Booking. (iii) a payment card to guarantee your booking since to be deemed accepted and confirmed, Bookings must be guaranteed using a valid credit or debit card or any other payment type specified.

Group Bookings

Please note that the above contract does not come into effect if 4 or more rooms are booked via our website or any 3rd party. If 4 or more rooms are booked via our website or 3rd party, we reserve the right to cancel your reservation or enforce our group terms and conditions. This rule also applied if rooms are booked separately and the aggregate number of rooms booked is equal to 4 or more.

Prices

All prices include VAT or other applicable taxes where applicable at the current rate. Prices quoted are correct only for the specific number of guests, dates, nights and rooms shown on Your Booking Confirmation.

If You have selected booking extras these are added to the total price of Your Booking. Prices do not include other costs You may choose to incur during Your stay (unless otherwise stated).

Availability

In the rare case that We are unable to accommodate You as per Your Booking, You will be offered alternate accommodation and if there is a difference in the Price, We will be liable for the price differential. If the differential is less than the original value of Your Booking a refund of the difference will be made to You. If the differential is more than the original value of Your Booking and provided that Your alternative accommodation is of a reasonably similar standard to Your original Booking, the differential cost will be borne by Us.

Arrival and Departure

The latest arrival (check-in) and departure (check-out) times are specified on Your Booking Confirmation. Should You wish to check-in later than the specified latest check-in time You must confirm this to Us directly. In the event that You attempt to check-in later than the stated times without prior arrangement, or fail to check-in at all, We may cancel the entire Booking and retain any amounts We are entitled to retain as stated in the Cancellation Policy section of Your Booking Confirmation.

Pets and Animals

Cuillin Hills Hotel - No pets or animals are permitted in any of our bedrooms or public areas. Exceptions may be made for certified service animals; however, documentation must be submitted in advance and is subject to management approval.

Flodigarry Hotel - Dogs are welcome in the suites, the bar area, and the hotel grounds. However, they are not permitted in the main hotel's restaurants, bedrooms or Flora Macdonalds cottage. Guests must request prior approval from management before bringing a dog to the property. No other pets or animals are allowed within the hotel or its grounds. Exceptions may be made for certified service animals; however, documentation must be submitted in advance and is subject to management approval.

Payment

The total amount payable to confirm your booking is quoted in your booking confirmation and will be charged to Your credit or debit card or any other payment type offered at the time of booking. If your card is declined we may automatically cancel your booking.

At the end of Your stay, any remaining outstanding balance and any additional goods and services purchased during your stay must be paid in full. Should you leave the premises without settling any outstanding amount we reserve the right to charge the payment card you provided at the time of booking.

Cancellations & Amendments

If you cancel Your Booking on or before the cancellation deadline specified in the Cancellation Policy section on Your Booking Confirmation (the 'Cancellation Deadline') a full refund will be given including any booking extras paid at the time of Your Booking.

If you cancel Your Booking after the Cancellation Deadline You will be charged the full value of the late cancellation fee specified in your Confirmation, including any booking extras You have selected for the duration of your stay.

If you do not arrive on the anticipated date of check-in stipulated on your confirmation, we are in our right to consider that you have cancelled the entire booking and we shall not be under any obligation to hold the accommodation for you on any other date.

If you change the number of guests, dates, room nights or room type ('Amendment'), then the prices are subject to change. Should You request an amendment and should we not be in a position to accommodate your Amendment, your booking may be cancelled. In the event that such cancellation occurs on or after the cancellation deadline, the cancellation fees specified on your booking confirmation shall apply.

COVID – 19 cancellations will be refunded, credited, or retained at the discretion of the hotel. If your cancellation(s) falls within your free to cancel terms and conditions, then the booking(s) will be refunded in full. Non-refundable bookings will not be refunded under any circumstances.

In the event that We require to cancel your reservation for reasons outside of Our control (including, but not limited to, industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) this means that We are unable to make your room available to you. In this case We will contact You to let You know as soon as possible and We will use reasonable endeavors to offer You alternative accommodation and/ or alternative dates if possible. If no agreement can be reached, We will refund to You all the deposits You have paid to us in respect of that reservation. We will not pay any compensation or other reimbursement of any cost or expenses You may incur as a result of cancellation by us.

If You breach any provision of these Booking Terms, We may terminate your stay and no refund of any deposit or fees will be given.

IMPORTANT

We may use Your payment card details to guarantee Your reservation according to PCI-DSS security standards. As soon as You enter the period beyond which the Booking can no longer be cancelled free of charge, We may preauthorise or charge your card for an amount equal to the cancellation fee. As soon as You enter the period beyond which an additional deposit is due, as specified on Your Booking Confirmation, We may preauthorise or charge your card for an amount equal to the stipulated deposit amount. A preauthorisation is NOT a charge and no monies are taken from Your account, but the credit limit available on Your card may be temporarily reduced by the value of any cancellation fee or deposit applicable at that time.

Liability

Although We take care in how we present our accommodation online, We do not make any particular representation as to the suitability of Our accommodation to your specific requirements. Should You have any specific concerns relating to hygiene, health and safety practices or the quality of our services, or should You like to check the specific conditions of stay, please contact us directly BEFORE the cancellation deadline, and We will do our best to address these.

We accept no liability for any losses or additional or unexpected expenses incurred as a result of scheduled transport delays, personal injury, sickness, weather, industrial action, war or act of terrorism or act of God or any other event entirely beyond Our control.

Your vehicles, their accessories and contents and Your personal possessions are left entirely at Your own risk. We accept no responsibility for any loss or damage from or to any vehicle or personal possession from any cause whatsoever.

Other than for death or personal injury caused by Our negligence or fraudulent misrepresentation, Our total liability to You is limited to the price of the Booking and in no circumstances will We be responsible for any indirect or special damages.

We will not be liable to You where We have exercised reasonable care and skill in our provision of the selected accommodation services to You. We will not be liable for failure to perform to the extent that the failure is caused by any factors beyond Our reasonable control, including the provision of said accommodation services.

You are responsible for any damage or loss caused by You during Your stay with Us, including any damage to Our property by Your act, omission, default or neglect and You agree to indemnify Us and You agree to pay Us on demand the amount reasonably required to make good or remedy any such damage or loss. Further, we reserve the right to terminate Your Booking immediately without being liable for any refund or compensation where You engage in unacceptable behaviour that causes a disturbance or nuisance to Our staff or to other guests on Our premises. You will behave reasonably during your stay and not cause danger or significant annoyance to others or damage to property. In particular, You will ensure there is no unreasonable amount of noise within Your accommodation, particularly late at night.

Complaints or Comments

Any complaint or comment regarding a stay at one of our hotels should be made in the first instance to the hotel's duty manager at the time of Your stay so that it can be resolved at the time.

Smoking

Guests are not permitted to smoke in rooms or public areas. Therefore, our hotels are strictly non-smoking. If You are found to be smoking within Your accommodation, you may be charged to return the room to its original state.

Data Protection

In respect of Your Personal Data, We shall be a Controller and shall comply with DP Laws in respect of Processing such Personal Data.

"Controller", "Personal Data" and "Processing" all have the meanings or descriptions given to those terms in DP Laws (and related terms such as "Process" shall have corresponding meanings).

"DP Laws" means any applicable law relating to the processing, privacy, and use of Personal Data, as applicable, including:

- a. The General Data Protection Regulation (EU) 2016/679 ("GDPR"), and/or any corresponding or equivalent national laws or regulations;
- b. The UK Data Protection Act 2018;
- c. The Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and
- d. Any judicial or administrative interpretation of them, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority.

For more information on how We collect and use Personal Data, reference is made to Wickman Hotel Limited's Policy on the General Data Protection Regulation (GDPR) (EU) 2016/679.

Severance

If any provision or part-provision of these Booking Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Booking Terms.

Failure of Us to enforce any of the provisions set out in these Booking Terms, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Booking Terms or any part thereof, or the right thereafter to enforce each and every provision.

Variation

We reserve the right to change these Booking Terms from time to time as We see fit and your continuation of Your Booking will signify Your acceptance of any adjustment to these terms.

These Booking Terms shall not be amended, modified, varied or supplemented except in writing and signed by Our duly authorised representatives.

Governing Law and Jurisdiction

These Booking Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Booking Terms or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

Each party irrevocably agrees that the English Courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Booking Terms or its subject matter or formation.